TARIFF SCHEDULES
APPLICABLE to
LOCAL EXCHANGE SERVICE
$\mathbf{OF}$
(NAME OF COMPANY)
u-xxxx-c

# **Tariff Check Sheet**

Pages listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original	53	Original
4	Original	29	Original	54	Original
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8	Original	33	Original	58	Original
9	Original	34	Original	59	Original
10	Original	35	Original	60	Original
11	Original	36	Original	61	Original
12	Original	37	Original	62	Original
13	Original	38	Original	63	Original
14	Original	39	Original	64	Original
15	Original	40	Original	65	Original
16	Original	41	Original	66	Original
17	Original	42	Original	67	Original
18	Original	43	Original	68	Original
19	Original	44	Original	69	Original
20	Original	45	Original	70	Original
21	Original	46	Original	71	Original
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## **Preliminary Statement**

XYZ has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the State of California to Customers located in exchange areas served by Pacific Bell, GTE-California, Citizens Telephone Company and Roseville Telephone Company. This tariff contains all effective rates, terms and conditions for intrastate end-user local exchange and carrier access services originated from and terminated to central office codes assigned to XYZ.

# **Explanation of Symbols**

The following symbols are used in this tariff as described:

- (C) To signify changed listings, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (T) To signify change in wording of text but not change in rate, rule or condition

## **Availability of Company's Tariff**

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Your Company Address

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# **Service Area Maps**

The Company provides competitive local exchange service in California within the service territories of Pacific Bell, GTE California Incorporated, Roseville Telephone Company and Citizens Telephone Company. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by Pacific Bell, GTE California Incorporated, Roseville Telephone Company and Citizens Telephone Company.



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## Rules

# **Rule 1 — Definitions**

Certain terms used generally throughout this tariff are defined below.

Access Service: Any carrier access service offered in Cal. P.U.C. Schedule 3-T.

Advanced Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

*Common Carrier:* Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Company: YOUR COMPANY NAME, ("XYZ").

*Customer:* The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

*Dedicated:* A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

*End Office:* With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

*End User:* A person or entity that subscribes to any XYZ Local Exchange Service offered under the Company's California P.U.C. Schedule CLC 2-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Schedule Cal. P.U.C. No. 1-T Original Cal. P.U.C Sheet No.8

Your Company Name Your Company Address Your CompanyCity, State,ZIP

## **COMPETITIVE LOCAL CARRIER**

# **Rule 1 — Definitions** (cont'd)

*Exchange Telephone Company:* Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

*Individual Case Basis:* A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

*Intrastate Access Service:* Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

Joint User: A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

*LATA:* A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in Pacific Bell's Cal. P.U.C. No. A5, Section 5.2.1. GTE's local calling area/zone descriptions can be found in Cal. P.U.C. No. A28, Section III-B.

Local Distribution Channel: The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

Local Exchange Carrier: The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

Your Company Name Your Company Address Your CompanyCity, State,ZIP Schedule Cal. P.U.C. No. 1-T Original Cal. P.U.C Sheet No.9

#### COMPETITIVE LOCAL CARRIER

# **Rule 1 — Definitions** (cont'd)

# **Rule 1 — Definitions** (cont'd)

*Premises:* The space occupied by a Customer or authorized user in a building or buildings.

*Recurring Charges:* The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the Customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

*Serving Wire Center:* The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

*Shared:* A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

*User:* An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

*Wire Center:* A building in which one or more end offices, used for the provision of Exchange Services, are located.

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# **Rule 2 --- Description of Service**

- A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 1 of this tariff. Rates vary based on whether the Customer is located in areas also served by Pacific Bell, GTE California, Citizens Telephone, or by Roseville Telephone.
- C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.

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## **Rule 3 --- Application for Service**

Service is installed by arrangement between XYZ and the Customer.

- A. During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.
- B. Service may be initiated based on a written or oral agreement between the CLC and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges for the services the customer desires and any other rates or charges which will appear on the customer's first bill.
- C. If the agreement if oral, within 10 days of initiating the service order, the CLC will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter must be in language other than English if the sale was in another language.
- D. Within 10 days of initiating service, the CLC shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the CLC.
- E. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Cancellation of Application for Service:

- F. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.
- G. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it other wise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. This charge will however not exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value of six percent).
- H. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

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## **Rule 3 --- Application for Service** (cont'd)

## Cancellation of Service:

- I. The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- J. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

## Termination Liability:

- K. Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:
  - 1) 20% of the balance of the total billing payable during the life of the term, or
  - 2) the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.

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	Rule 4 Contracts			
A.	A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similar situated Customer. ICB arrangements will be filed in accordance with G.O. 96-A.			

# **Rule 5 --- Special Information Required on Forms**

## A. Customer Bills

The Company name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

- 6. When the bill shall be paid by the Customer to the Company:
- 7. Billing detail, including the period of service covered by the bill;
- 8. Late payment charges and when they will be applied;
- 9. How the Customer may pay the bill;
- 10. How to contact the Company with questions about the bill;
- 11. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquires.

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from Your Company Name."

If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parities and inform you of your recourse to pursue the matter further with the Commission."

	Rule 5 Special Information Required on Forms (cont'd)			
В.	Deposit Receipts			
	Each deposit receipt shall contain the following provision:			
	"This deposit, less the amount of any unpaid bills for service furnished by Your Company Name, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."			

## Rule 6 --- Establishment and Reestablishment of Credit

- A. Each application for service shall provide credit information satisfactory to the CLC or pay a deposit. Deposit shall not be required if the applicant:
  - 1) Provides credit history acceptable to the CLC. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
  - 2) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving CLC or another acceptable local carrier.
  - 3) A CLC cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

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# Rule 7 --- Advance Payments and Deposits

## A. Advance Payments:

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Company may not require advance payments for usage.

## B. Deposits:

- The Company may, at its sole discretion, require an applicant or an existing Customer to post a
  guarantee for the payment of charges as a condition to receiving service or additional services.
  The Company reserves the right to review an applicant's or a Customer's credit history at any
  time to determine if a deposit is required.
- 2) Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 3) Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.
- 4) Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period.

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## Rule 8 --- Notices

Notices provided to the Customer by the Company shall be as follows:

## A. Rate Information:

- 1) Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential customer. Notice of major increases in rates shall be provided in writing to customers and postmarked at least 30 days prior to the effective date of the change. No customer notice shall be required for minor rate increases or for rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, customers shall be advised of changes to the terms and condition of service no later than the company's next periodic billing cycle.
- 2) When a CLC provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the CLC.

## B. Discontinuance of Service Notice

1) Notice by customers:

Customers are responsible for notifying the CLC of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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# Rule 8 --- Notices (cont'd)

# 2) Notice by CLC

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The amount that is delinquent.
- b. The date when payment or arrangements for payment are required in order to avoid termination.
- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the CAB where the Customer may direct inquiries
- g. Notification that local service may not be discontinued for nonpayment of Category II or other unregulated competitive services.

# C. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

## D. Rules for CLC Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

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	Rule 9 Prorating of Bills				
A.	Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.				

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# Rule 10 --- Rendering and Payments of Bills

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within fifteen (15) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first call mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.
- E. The Company will credit payments within twenty-four (24) hours of receipt.
- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

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# Rule 10 --- Rendering and Payments of Bills (cont'd)

- G. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exception: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- H. Any objections to bill over-charged must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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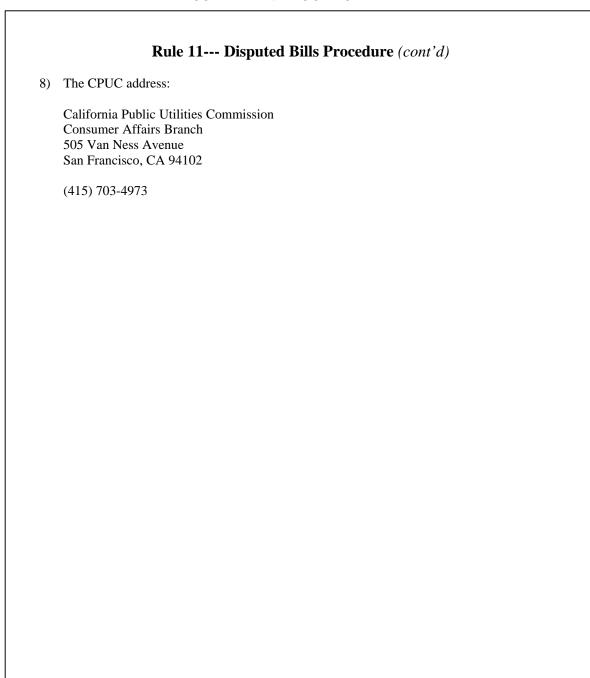
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# **Rule 11 --- Disputed Bills Procedure**

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
  - 1) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
  - 2) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
  - 3) If there is still disagreement after the investigation and review by a manger of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
  - 4) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
  - 5) The Company shall respond to CAB's requests for information within ten (10) business days.
  - 6) CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.
  - 7) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

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# Rule 12 --- Discontinuation and Restoration of Service

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8B(2) of this tariff.
- E. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- F. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information).
- H. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.
- I. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.

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# **Rule 12 --- Discontinuation and Restoration of Service** (cont'd)

- J. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- K. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior tot he cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days or the date the order was placed in writing or within three (3) days of the date of the Company's confirmation. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- L. Restoration of Service

The customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

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# Rule 13 --- Request for Old Bill

A. The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills, the following fees will apply:

Bills dated within 90 days prior to receipt of request \$1.00 per bill

Bills dated more than 90 days but less than 12 months \$5.00 per bill

Bills dated more than 12 months but less than 48 months \$20.00 per bill

The Company will not provide a second copy of a bill that is more than 48 months old.

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	Rule 14 Temporary Service			
A.	Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.			

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# **Rule 15 --- Continuity of Service**

- A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems.
- B. Credit Allowance for Interruptions
  - 1) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  - 2) An interruption credit allowance is determined by (I) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (II) multiplying the result of (I) by the "credit" as specified following then (III) multiplying the result of (II) by the number of stations affected.

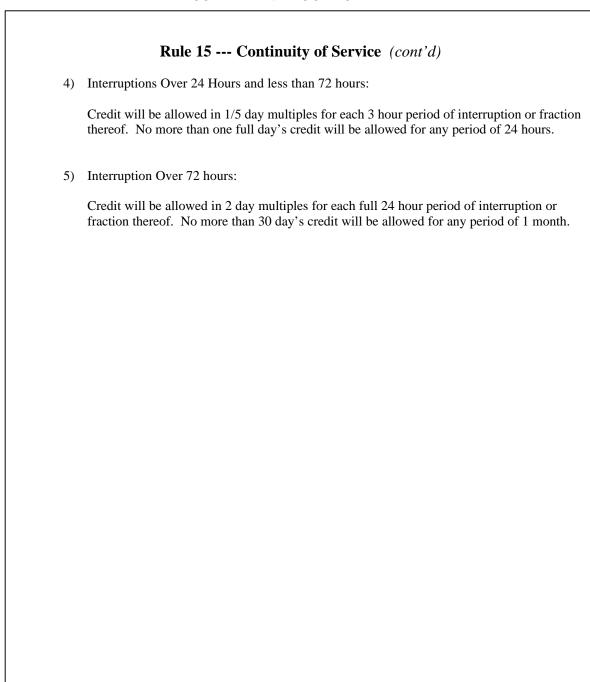
Interruption of 24 Hours or Less —

<u>Length of Service Interruption</u>	Credit
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

3) Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

Advice Letter No. Decision No.

Issued by:



# **Rule 15 --- Continuity of Service** (cont'd)

## C. Limitation on Allowances

No credit allowance will be made for:

- 1) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
- 2) Interruption due to the failure or malfunction of non-Company equipment.
- 3) Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
- 4) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- 5) Interruption of service due to circumstances or causes beyond the control of the Company.

Advice Letter No. Decision No.

Issued by:

# Rule 16 --- Service Connection and Facilities on Customers' Premises

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises

Advice Letter No. Decision No.

Issued by:

# Rule 17 --- Measurement of Service

A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

- 1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- 2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula:

square root of  $(1/10 \text{ times } (V1 - V2)^2 + (H1 - H2)^2)$ 

Advice Letter No. Decision No.

Issued by:

### **Rule 18 --- Telephone Number Changes**

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- E. A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

Advice Letter No. Decision No.

Issued by:

### **Rule 19 --- Limitation of Liability**

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 25), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed the an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - 1) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
  - 2) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or Pacific Bell's tariff at Schedule Cal. P.U.C. No. A5.7, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.

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## **Rule 19 --- Limitation of Liability** (cont'd)

- 3) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- 4) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
- 5) For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of he directory in which the error or omission occurred.
- F. Loss Arising From Non-Delivery of Written Messages

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by Pacific Bell's Directory Assistance Operators in accordance with Pacific Bell's tariff at Schedule Cal. P.U.C. No. A5.7.4 an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "0" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

H. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service.

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Issued by:

### Rule 20 --- Use of Service

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.

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Issued by:

	Rule 20 Use of Service (cont'd)						
F.	Un	Unauthorized Use					
	1)	1) Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.					
	2) Service shall not be used for any purpose in violation of law.						

## Rule 21 --- Responsibility of the Customer

- A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

Advice Letter No. Issued by: Date Filed:
Decision No. Effective:
Resolution No.

## **Rule 22 --- Special Construction**

### A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or a service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) nonrecurring charges;
- 2) recurring chrages
- 3) termination liabilities; or
- 4) combination of (1), (2) and (3)
- B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specifically constructed at the request of a Customer.
  - 1) The period on which the termination liability is based is the estimated service life of the facilities provided.

	Rule 23 Non-routine Installation and/or Maintenance						
A.	A. At the Customer's request, installation/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and othe costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.						

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	Rule 24 Individual Case Basis (ICB) Arrangement					
A.	A. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-A.					

### Rule 25 --- Service for the Deaf and Disabled

- A. The Company will provide Customers with access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with an Inter-Exchange Company.
- B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D. The following Calls may be placed through the Relay Service:
  - 1) Calls to informational recordings and group bridging service;
  - 2) Calls to time or weather recorded messages;
  - 3) Station sent paid calls from coin telephones; and
  - 4) Operator-handled conference service and other teleconference Calls.
- E. The Company will impose a surcharge to all Customers for this service at a level determined by the Commission.

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Rule 26 Emergency Telephone Number Service (911 Service)					
A.	Emergency Telephone Services (Enahanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers. The telephone user who dials the 911 number will not be charged for the call.				

Advice Letter No. Decision No.

Issued by:

### **Rule 27 --- Change of Service Providers**

### A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer ("Slamming")

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer's service to the original carrier without chare to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500npayable to the CPUC may apply to each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for he reestablishing service at the tariff rate of the original carrier

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Issued by:

## Rule 28 --- Privacy

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer. CLCs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.
- B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.
- C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

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### Rule 28 --- Privacy (cont'd)

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

#### APPENDIX "B"

Release of Credit Information and Calling Records

#### A. Definitions

#### 1. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

### 2. Calling Records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

### B. Release of Subscriber Credit Information and Calling Records

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- 1. Upon receipt of a search warrant obtained pursuant to California or federal law; or
- 2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
- 3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
- 4. Upon receiving permission of the subscriber to release the information.

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Issued by:

# Rule 28 --- Privacy (cont'd)

#### C. Notification to the Subscriber

- 1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
- 2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephones numbers, and provide the name of the agency making the request.

### D. Deferral of Notification

- 1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
- 2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.
- 3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

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## **Rule 28 --- Privacy** (*cont'd*)

- 4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.
- E. Exception to Procedure for Release or Credit and Calling Records
  - 1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.
- F. Retention of Records
  - 1. Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

#### Rule 29 --- Nonpublished Service; Release of Information

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

#### APPENDIX "A"

### Nonpublished Service

- A. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- *B.* Agencies authorized to receive information:
  - 1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
  - 2. An agency of the federal government which is lawfully authorized to:
    - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or
    - b. Prosecute violations of the criminal laws of the United States; or
    - c. Enforce civil sanctions which are ancillary to criminal statutes; or
    - d. Conduct investigations into matters involving the national security of the United States; or

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### Rule 29 --- Nonpulished Service; Release of Information (cont'd)

- e. Protect federal or foreign officials; or
- f. Protect public health and safety; or
- g. Conduct emergency rescue operations.
- 3. Any public health agency of the State of California or of a city, county, or other local government.
- 4. County or city 911 projects.
- 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- 6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
- 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- C. Procedure for release of nonpublished information to authorized agencies.
  - 1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:
    - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or
    - b. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or lifethreatening situation; or
    - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding; or

### Rule 29 --- Nonpulished Service; Release of Information (cont'd)

- d. Employees or a county or city 911 project when acting in an official capacity; or
- e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.
- 2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- 3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

# Rule 29 --- Nonpublished Service; Release of Information (cont'd)

#### D. Notification of Customer

- 1. The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
- 2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.
- 3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- 4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
- 5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by theutility that such information was released and which agency received this information.

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## Rule 29 --- Nonpulished Service; release of Information (cont'd)

### E. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violated a client's or contact's right of privacy and confidentiality.

### F. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

### G. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

### H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

## Rule 30 --- Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

# "Appendix B"

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

# **Rule 30 --- Legal Requirement for Refusal or Discontinuation of Service** (cont'd)

- "4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both:
- (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result and
- (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

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### Rule 30 --- Legal Requirement for Refusal or Discontinuance of Service (cont'd)

"6. At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph 1 of this rule the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber.

Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

- "7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- "8. The term 'person', as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual
- "9. The term 'communications utility', as used herein, includes a 'telephone corporation' and a 'telegraph corporation', as defined in Division 1 of the California Public Utilities Code.".

Advice Letter No. Decision No.

Issued by:

Rule 31 Directories					
Α.	The Company will make one printed directory available to each Customer at no charge. Such directories will be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in the rate schedule of this tariff.				

#### **Rule 32 --- Demarcation Points**

### A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

### B. Local Loop Demarcation Point

- The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.
  - Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.
- 2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
- 3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

### **Rule 32 --- Demarcation Points** (cont'd)

### 4) Exceptions:

- (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
- (b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
- (c) Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
- (d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- (e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

### **Rule 32 --- Demarcation Points** (cont'd)

(f) Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

#### C. INC Demarcation Point

- 1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
- 2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
- 3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

#### D. Inside Wire Demarcation Point

- 1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

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### **Rule 32 --- Demarcation Points** (cont'd)

### E. Continuous Property

- 1) Continuous Property is land which is
  - (a) wholly owned by a single individual or entity, regardless of whether the owner leases<sup>1</sup> all or a portion(s) of the property to another and
  - (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare<sup>2</sup> or the property of another.
- 2) There are three basic types of Continuous Properties:
  - (a) Single-tenant commercial in which one owner or tenant occupies all building.
  - (b) Mixed commercial and residential (*e.g.*, building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
  - (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common<sup>3</sup> do not constitute Continuous Property.

<sup>&</sup>lt;sup>1</sup> The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, *e.g.*, apartment buildings or complexes. Condominiums also are Continuous Property.

<sup>&</sup>lt;sup>2</sup> A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

<sup>&</sup>lt;sup>3</sup> Such as townhomes and homes in gated communities.

### **Rule 32 --- Demarcation Points** (cont'd)

- 3) Continuous Property
  - (a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
  - (b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.
- 4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in Cal. P.U.C. Schedule CLC 2-T, Sheet No. 5, except as provided in B.4 preceding.
- 5) The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.
- 6) At the request of a property owner, the Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (*e.g.*, the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, *e.g.*, (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

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	Rule 33 Blocking Access to 900 and 976 Information Services						
A.	At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per- call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.						

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### **Taxes and Surcharges**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

#### **CPUC Reimbursement Fee:**

Pursuant to Public Utilities Code Chapter 2.5, Article 3, Section 431, the Company will apply a surcharge of **0.11%** to each Customer bill, in compliance with CPUC directives determined annually by the CPUC. This surcharge represents a user fee intended to reimburse the CPUC for the cost of regulating all certified utilities.

### California Relay Service & Communications Device Fund Surcharge:

A surcharge of **0.281%** is applied monthly to all intrastate tariffed services not exempt from the surcharge. This surcharge will be identified on the Customer's billing statement as the "California Relay Service and Communications Device Fund Surcharge."

### **Universal Lifeline Telephone Service Surcharge:**

A **0.50%** surcharge will be applied to the Customer's bill for intrastate services that appear on that particular bill. This surcharge will be identified on the Customer's billing statement as the "Universal Lifeline Telephone Service Surcharge."

### California High Cost Fund A Surcharge:

The Company will impose a surcharge of **0.00%** on all intrastate services to fund the California High Cost Fund A program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund A Surcharge."

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Taxes and Surcharges (cont'd)						
California High Cost Fund B Surcharge:						
The Company will impose a surcharge of <b>2.6%</b> on all intrastate services to fund the California High Cost Fund B program in compliance with CPUC Decision 96-10-066. This surcharge will be applied to each Customer's monthly bill and will be identified as the "California High Cost Fund B Surcharge."						
California Teleconnect Fund Surcharge:						
Pursuant to D.96-10-066 a <b>0.05%</b> surcharge will be imposed on all end-user, intra-state charges to fund the California Teleconnect Fund. The surcharge will be applied to each Customer's monthly bill and will be identified as the "California Teleconnect Fund Surcharge."						

## **Universal Lifeline Telephone Service (ULTS)**

### A. Applicability:

These rates are applicable to lifeline local exchange services provided to eligible residential Applicant.

### B. Territory:

Within the base rate areas of all exchanges as shown and defined in Pacific Bell's and GTE California current and effective tariffs on file with the CPUC.

### C. Rates:

1) Service Establishment (per line, per order)	\$9.50
2) Flat Rate Service Charge (per line, per month)	5.34
3) Measured Rate Service Charge (per line, per month)	2.85
4) Measured Rate Usage	

Each message \$0.08

Over 50 Call Monthly Allowance

## D. Special Terms and Conditions:

(per message):

1) No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier.

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<sup>&</sup>lt;sup>1</sup>Lifeline applies to only one service establishment order per 12 month period.

<sup>&</sup>lt;sup>2</sup> Includes Unlimited Calling Between Points in Customer's Local Calling Area.

<sup>&</sup>lt;sup>3</sup> Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

# **Universal Lifeline Telephone Service (ULTS)** (cont'd)

- 2) Lifeline service is provided only to the Customer's principal residence. The principal Customer must not be served by more than one local exchange telephone line.
- 3) Customers to and Applicants for Lifeline service must certify, on a form to be provided by XYZ, Inc. at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided before Lifeline service will be provided.

#### E. Income Limitation:

The Customer's total income for the fiscal year in which Lifeline service is provided, including the income of all family members must not exceed the limits set forth below.

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$18,200
3	21,500
4	25,800
Each additional member	4,300

Promotions							
A.	A. From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-A.						

Sample Forms					
Individual Case Basis Agreement					
Santa	This Individual Case Basis (ICB) Service Agreement ("Agreement") is between XYZ Inc., a Washington corporation, or its assigns, (" XYZ") at 200 Deere Ave., Santa Ana, California 92805, and				
nerei	called Customer ), whose a	iddress is			
This	Agreement is effective when	signed by both the parties and s	ubsequently approved by the California Public	Utilities Commission ("CPUC") or Federal	
Com	nunications Commission ("FO	CC"), as appropriate.			
1.	SERVICE TERM  ☐ Month-to-Month	□1 Year	□2 Year	□3 Year □5 Year	
			out in no event prior to the receipt of the required month-to-month basis, upon the terms and cond		
<b>2.</b> (a)	SERVICE Service Type and Quantity	(check all that apply)			
			e) (quantity)		
	□Local		□Long Distance □Toll-Free	□Calling Card	
	☐ Point to Point -	Type:	Quantity:	C	
	☐ Calling Features:				
	☐ Other (For Interne	t Service use Internet Agreement):			
(b)	ICB Arrangement (specific )	ICB rates must be listed):			
(c)	The telecommunications services offered by NEXTLINK under this Agreement are offered pursuant to NEXTLINK's tariffs, which are filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable non-recurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at NEXTLINK's offices. For services that are not tariffed, the terms and conditions of this Agreement shall govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff shall control.				
(d)	_	· ·	es and modifications by the CPUC and the FC	CC, as said Commissions may, from time to	
	time, direct in the exercise of	of their appropriate jurisdiction.			
		TERMS AND CO	ONDITIONS CONTINUE ON REVERSE		
	By Signing This Form	, I Agree To Pay All Charges Incu	rred On My XYZ, Inc. Account, Including Any	Applicable Federal State Or Local Use,	
	Excise, Sales, Privilege Taxes, Duties Or Similar Liabilities By The Stated Due Date And To Adhere To All Of The Terms And Conditions Set Forth In				
	This Agreement. Furt	her, I Represent That I Am Author	rized To Approve And Accept The Responsibility	y Of The Terms And Conditions Herein.	
	XYZ, INC.  CUSTOMER: Company / Organization Name				
	By:				
	Print Name:		Print Name:		
	Title: Title:				
	Date: Date:				

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### Sample Forms (cont'd)

### Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills

(date)

Customer Name
Customer Address
Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges PLEASE MAIL YOUR PAYMENT TODAY to:

Accounts Payable Your Company Name XYZ Address

If you believe that the amount now overdue was billed in error, XYZ will investigate the disputed amount upon written request. If, after investigation and review by XYZ, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your XYZ representative at 1-800-(xxx)-(xxxx).

(Service Representative) Your Company Name,

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